64 Pac. 460; *Dutton* v. *Aurora*, 114 Ill. 138, 28 N. E. 461. In this connection, compare *Reynolds* v. *City of Waterville*, 92 Me. 292, 42 Atl. 553, and *Kennebec Water District* v. *City of Waterville*, 96 Me. 234, 52 Atl. 774. The limit of municipal indebtedness had been reached in both cases; but in the former the assumption of a debt for the building of a city hall was held illegal, no express legislative authority being shown, while in the latter case the assumption of indebtedness for a water system was held not such an excess indebtedness as to be invalid when express legislative authority was shown. But a constitutional limit on indebtedness is binding on the legislature as well as on the municipality. *Village of East Moline* v. *Pope*, 224 Ill. 386, 79 N. E. 587. Such limitations do not generally operate as restrictions on the power of taxation for improvements when the limit of indebtedness has been reached. *People* v. *Chicago & Texas R. Co.*, 223 Ill. 448, 79 N. E. 151. *Gosnell* v. *City of Louisville*, 104 Ky. 201, 20 Ky. Law Rep. 519, 46 S. W. 722. There are two distinct lines of authority on this question of limitation of indebtedness for municipal improvements. One line is very liberal in favoring such improvements, and in grasping at every plausible ground for holding such expenditures good, holding that the obligation in such cases becomes an indebtedness not when it is assumed but when it becomes payable. The Iowa decisions are typical of this kind. *Dively* v. *Cedar Falls*, 27 Iowa 227; *Windsor* v. *Des Moines*, 110 Iowa 175, 188, 81 N. W. 476; *Grant* v. *Davenport*, 36 Iowa 396; *Ottumwa* v. *City Water Supply Co.*, 119 Fed. 315, 59 L. R. A. 604. *Smilie* v. *Fresno County*, 112 Cal. 311, 44 Pac. 556; *Weston* v. *Syracuse*, 17 N. Y. 110. See note in 59 L. R. A. 604. Illinois courts have usually stood for a strict interpretation and enforcement of the constitutional prohibition in question. *Prince* v. *Quincy*, 105 Ill. 138, 44 Am. Rep. 785; *Gold* v. *Peoria*, 65 Ill. App. 602; *Schnell* v. *City of Rock Island*, 232 Ill. 89, 83 N. E. 462, 14 L. R. A. (N. S.) 874. Two cases in apparent conflict with this general Illinois rule are *Jacksonville Railway Co.* v. *City of Jacksonville*, 114 Ill. 562, 2 N. E. 478, and *Stone* v. *City of Chicago*, 207 Ill. 492, 69 N. E. 970. But in both these cases, as the court in the principal case point out, it was shown that the obligation was to be met by immediate taxation, and hence was not an indebtedness. The present position of the Illinois court then seems to be that when a municipality's indebtedness has reached the constitutional limit, it may levy immediate taxes for proper improvements; but when it issues bonds or other securities for such improvements, it assumes an indebtedness contrary to the constitution, and the issue of such securities is unconstitutional.

NEGLIGENCE—LAST CLEAR CHANCE DOCTRINE—STREET RAILROADS.—Plaintiff, a child of twelve years, crossing a street while looking straight ahead, walked on the car-track four feet in front of a rapidly moving street car, which struck her. Nothing obstructed her view of the car or distracted her attention. *Held*, as a matter of law plaintiff was guilty of contributory negligence that continued to the time of the injury; therefore the defendant was liable on the doctrine of the last clear chance only if the motorman had actual knowledge of the plaintiff's danger in time to have avoided the accident. *Indianapolis Traction & Terminal Co.* v. *Croly* (Ind. 1911), 96 N. E. 973.

The principal case is deserving of attention because of its careful exposition of the distinct applications of the last clear chance doctrine. The rule announced by the Indiana court:—that the question of actual knowledge by the defendant of the plaintiff's danger is vital only when the plaintiff's negligence is concurrent with the defendant's, and coincident with the injury; and that such knowledge is then the fundamental issue,—is not universal, although reasonable. See 10 MICH. L. REV. 245 and authorities there cited. The complex opinions of many courts on the last clear chance theory tend to make hopeless confusion in a part of the law not intrinsically difficult.

PROXIMATE CAUSE—LOSS BY FIRE.—Defendant's train of cars was standing across a public highway. This was a misdemeanor by statute. Fire engines called to put out a fire in plaintiff's green-house were prevented from promptly reaching the burning property because blocked by the train. Immediate action probably would have extinguished the fire with slight loss. The greenhouse was destroyed. *Held,* the complaint showed negligence that was the proximate cause of the plaintiff's damage. *Cleveland, C., C. & St. L. Ry. Co.* v. *Tauer* (Ind. 1911), 96 N. E. 758.

It is almost axiomatic that issues of proximate cause cannot be determined by any absolute rule. See 8 MICH. L. REV. 488. To impose liability it is unnecessary that the defendant could have foreseen that the particular injury would be the result of his negligence. *Houren* v. *Chicago, M. & St. P. Ry. Co.,* 236 Ill. 620, 86 N. E. 611, 20 L. R. A. (N. S.) 1110, 127 Am. St. Rep. 309. The opinion in the principal case is in accord with the best reasoned decisions involving similar situations. *Little Rock Traction Co.* v. *McCaskill* (1905), 75 Ark. 133, 86 S. W. 997, 70 L. R. A. 680, 112 Am. St. Rep. 48; *Crissey & Fowler Lumber Co.* v. *Denver & R. G. R. Co.,* 17 Colo. App. 275, 68 Pac. 670; see note 12 L. R. A. (N. S.) 382. Although numerous cases can be distinguished by diverseness of facts, the reasoning of the Indiana court is often opposed. *Byrd* v. *English,* 117 Ga. 191, 64 L. R. A. 94. Some courts have deemed crucial the uncertainty and speculativeness of fire-fighting. *Lebanon etc. Tel. Co.* v. *Lanham Lumber Co.,* 131 Ky. 718, 115 S. W. 824, 21 L. R. A. (N. S.) 115; others have discriminated between active and passive causes, *Louisville & N. R. Co.* v. *Scruggs,* 161 Ala. 97, 49 South. 399; but remoteness of the original cause generally denotes the apparent reason for this line of decisions. *Bosch* v. *Burlington & M. R. R. Co.,* 44 Ia. 402, 24 Am. Rep. 754; *Hazel* v. *City of Owensboro,* 30 Ky. L. Rep. 627, 99 S. W. 315, 9 L. R. A. (N. S.) 235. Despite the absence of a statute in *Louisville & N. R. Co.* v. *Scruggs, supra,* where the facts are almost identical with those in the principal case, the decisions are clearly irreconcilable. Wilful, open, and gross negligence may be more actionable than the failure to perform a statutory duty.

SALES—ACCEPTANCE BY BUYER—MORTGAGE.—Action by assignee of vendee company to recover money paid by latter on the purchase price of a printing machine. Under the contract of sale, vendee company had a right to reject the machine, and recover the money paid, if it proved unsatisfactory after a test. After the machine was delivered to the vendee company, but before the test had been completed, the company mortgaged the machine to the